

4-0286

1975-76 (page to
update 974-75)

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07-17

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4. Study Committees

The parties may appoint joint ad hoc study committees to research, study, and to make recommendations on matters under consideration.

5. Exchange of Information

The Board agrees to furnish through the Superintendent the Association Negotiation Committee, upon reasonable request, all available information concerning financial resources of the district. Such information would include preliminary budget proposals, requirements, and allocations, and such other information as will assist the Association in developing intelligent, accurate, and constructive programs.

E. Agreement

When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board and Association.

F. Mediation and Fact-Finding

1. In case of disagreement about the meaning or application of this agreement, or an impasse is reached during negotiations, the matter will be submitted to PERC according to procedure prescribed by law.

arbitrator within five (5) days thereafter. The decision of the arbitrator shall be final and binding upon the Board and the teacher, and shall be enforceable in any court of competent jurisdiction. The cost of the arbitrator's services shall be shared by the Board and the Association, but both shall bear their own other costs.

14. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved teacher may appeal directly to the Board within ten (10) days of the time when same has been brought to the teacher's attention, by filing with the Board in writing setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent and the Association who shall have the right to reply in writing thereto. A copy of such replies shall be served upon the aggrieved teacher. The procedure for processing said grievance shall be the same as that set forth in Sections 10, 11, 12, and 13.

C. Miscellaneous

1. A teacher processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the aggrieved party.

3. Whenever notices to or filings with the Board are required under this Article, they shall be served on or filed with the Board by delivering them to the Secretary of the Board.

ARTICLE VI

School Year

A. The school year for teachers employed on a ten-month basis shall be from September 1 to June 30.

During the school year teachers shall participate in and contribute to curriculum development and improvement, including service on textbook selection committees, and participate on other committees directed toward the betterment of the school operation; all proceeding through the proper channels.

It is incumbent upon teachers to complete their responsibilities during the school year. The Superintendent of Schools may require teachers to report for duty beyond the school calendar without additional compensation when and if responsibilities have not been met.

B. The school calendar shall not exceed 185 days.

C. The school calendar shall be adopted by the Board. Prior to its adoption the Board will consult with the Association on or about March 1st.

ARTICLE VII

Teaching Hours and Teaching Load

A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "check in-check out" roster.

2. All teachers are expected to remain in their rooms or in the building at some available place for at least fifteen (15) minutes after the close of the day's session, except when teachers are required to be available for a longer period of time to assist students with their classroom work problems after school hours or to carry out other school related activities.

All teachers are expected to be available for their professional responsibilities at least ten (10) minutes prior to the pupil arrival time in that building unless their assigned school activities conflict with this provision.

3. A deduction of one-half day's pay shall be made after eight tardy marks and for each tardiness thereafter.

Habitual tardiness beyond this point may be considered reason for termination of the contract.

B. 1. The daily teaching load in the secondary schools (grades 7-12) shall not exceed six periods of pupil contact per day.

2. Efforts shall be made to insure that every elementary teacher shall have some release time in both the A. M. and P. M. sessions to the extent that funds, facilities, and scheduling permit.

C. 1. Any teacher employed in both the morning and afternoon sessions shall be entitled to duty-free lunch period; such duty-free lunch period shall be not less than 35 minutes when practicable.

2. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged.

D. 1. Building based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending building faculty or other professional meetings. Such meetings shall terminate no later than 4:30 p. m.

2. An Association representative may speak to the teachers about Association matters during any meeting referred to in paragraph 1.

D. 1. "Bachelor's degree or the equivalent" shall mean a bachelor's degree conferred by a college or university whose courses for such degree are acceptable to the New Jersey state board of examiners for certification purposes or proof of the satisfactory completion of 128 semester hours in courses in any college or university, or college or universities, whose courses for the bachelor's degree are acceptable to the New Jersey state board of examiners for certification purposes.

2. "Bachelor's degree plus 15" shall mean a bachelor's degree plus proof of the satisfactory completion of 15 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses beyond the course requirements for the bachelor's degree are acceptable to the New Jersey state board of examiners for certification purposes.

3. "Bachelor's degree plus 30" shall mean a bachelor's degree plus proof of the satisfactory completion of 30 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses beyond the course requirements for the bachelor's degree are acceptable to the New Jersey state board of examiners for certification purposes.

4. "Master's degree" shall mean a master's degree conferred by a college or university whose courses for such degree are acceptable to the New Jersey state board of examiners for certification purposes.

5. "Master's degree plus 15" shall mean a master's degree plus proof of the satisfactory completion of 15 additional semester hours in graduate courses in any college or university, or colleges or universities whose graduate courses beyond course requirements for the master's degree are acceptable to the New Jersey state board of examiners for certification purposes.

6. "Six years of training" shall mean a master's degree plus proof of the satisfactory completion of 30 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses for the master's degree are acceptable to the New Jersey state board of examiners for certification purposes.

7. "Doctor's degree" shall mean a doctor's degree conferred by a college or university whose courses for such degree are acceptable to the New Jersey state board of examiners for certification purposes.

8. In-service credits, with prior approval by the Superintendent of Schools, shall be regarded as graduate semester hours for salary purposes.

9. Credits earned for in-service workshops shall not exceed 5 for each salary differential and must have prior approval by the Superintendent of Schools.

E. Supplemental contracts listed below may become part of the base salary during the year the staff members become 57 years of age:

Director of Guidance, Department Heads and Psychologists

Teachers of Subnormal Classes, Speech Therapy and Remedial Reading

F. Previously unused sick leave days accumulated in the Nutley Public Schools shall be restored to all returning teachers.

G. Teachers shall be notified of their contract and salary status for the ensuing year as near to April 30th as is practical.

H. 1. Teachers may individually elect to have ten (10) per cent of their monthly salary deducted from their pay for the summer payment plan. These funds shall be paid to the teacher or his estate on the final pay day in June, or upon death or termination of employment, if earlier. The teacher may also elect to have the funds transferred to his/her savings account in the bank in which the funds are deposited, which funds are to earn interest at the then current interest rate for passbook savings accounts.

2. Teachers who wish to take advantage of this plan shall be required to complete a form requesting that such deductions be made and shall be filed in the office of the Secretary on or before the fifth day after the opening of school in September. The plan is continuing and only the original form has to be filed. Termination from the plan will be made after written request.

I. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

ARTICLE XVI

Teacher Evaluation

A. Nontenure Teachers

1. Frequency

Nontenure teachers shall be formally observed and evaluated by a certified supervisor at least four (4) times in each school year, but no less than twice a semester, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving professional competence. Such observations shall consist of at least four (4) in-classroom visitations of approximately twenty (20) minutes, each occurring on separate days.

B. General Criteria For All Teachers

1. Open evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Evaluation by certified supervisors

Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

3. Copies of evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

4. Standardized tests

Results of standardized tests used for evaluating students shall not be used to evaluate teacher performance.

C. Evaluation Procedure

1. Reports

Evaluation reports shall be presented to each teacher by the certified supervisor in accordance with the following procedures:

a. Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who came into contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall be written, and shall include, when pertinent:

(1) Strengths of the teacher as evidenced during the period since the previous report.

(2) Weaknesses of the teacher as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

D. Personnel Records

1. File

A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at teacher's expense. A teacher shall be entitled to have a representative of the Association accompany him during such review. A teacher shall have the right to request the removal of any material believed to be obsolete or inappropriate. The file shall not include any material deemed confidential as cited by the Buckley Amendment.

2. Derogatory material

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy.

E. Termination of employment

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XXI

Extended Leaves of Absence

A. Requests from tenured teachers for leave of absence on account of extended illness, for travel, for study, for teaching in an accredited college, university, private school or other public school shall be acted upon individually by the Board on the recommendation of the Superintendent.

B. 1. Any teacher who becomes pregnant may apply to the Board of Education for a leave of absence and shall be granted the leave at a mutually agreed upon time before the expected date of birth and continuing to a specific date after the birth. No pregnant teacher may be relieved from teaching duties solely on the fact of pregnancy or a specific number of months of pregnancy, but a pregnant teacher may be relieved from duties if her teaching performance has noticeably declined, or she cannot produce certification from her physician that she is medically able to continue teaching.

2. The date of return may be extended for an additional reasonable period of time at the teacher's request for reasons associated with pregnancy or birth or for other proper cause, but the Board need not extend the leave of absence beyond the end of the original request. A teacher may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

3. Similar leave provisions shall apply to any female teacher under tenure adopting a child less than one year old.

C. Sabbatical leave of absence of one year may be granted to professional teachers who have at least seven (7) years total teaching experience with at least five (5) years teaching experience in the Nutley Public Schools.

Such leaves of absence may be granted only for full-time study or travel which maintains or improves skills in the teaching profession, or for other reasons of value to the school system.

Compensation for approved sabbatical leave shall be fifty (50) per cent of the salary earned for the same period of time covering the sabbatical.

Recipients of sabbatical leaves of absences shall be required to serve in the Nutley Public Schools for at least two (2) years following such leave, or return all compensation received during the sabbatical leave.

No more than two (2) per cent of the professional staff may be granted a sabbatical leave in any one school year. Requests for consideration for a sabbatical for the next school year must be presented in a letter of intent to the Superintendent of Schools. This letter must be sent on or before December 15th of the year prior to the sabbatical.

D. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. The teacher will be entitled to return to the position he left. All benefits to which a teacher was entitled at the time his leave commenced, including unused accumulated sick leave, shall be restored to him upon his return.

Leaves of absence for teaching or military service may be credited as service for salary placement.

E. Other leaves of absences may be granted by the Board for good reason.

F. All leaves of absence, except sabbatical leaves, shall be without pay.

ARTICLE XXII

Professional Development and Educational Improvement

A. Purpose

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.

B. Programs

The Board agrees to implement the following at the beginning of the school year:

1. Expenses for required training

To pay the full cost of tuition (except for increment related requirements) incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.

2. In-service workshops, conferences, programs where funding permits

To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the Superintendent's Advisory Council. In-service programs shall be conducted during the in-school teacher workday if teacher attendance is required. All such programs conducted after the teacher workday or during the summer shall be voluntary and compensated either through in-service credit or stipend.

3. Innovative Grants where funding permits

To appropriate funds to teachers interested in designing and implementing programs involving innovative educational ideas and techniques.

ARTICLE XXIII

Supervision of Student Teachers

A. Mutual Responsibility

There is a continuing need for the recruitment of able teacher candidates and for the improvement of their preparation. Teachers enlisted to teach in any situation must be provided an education based on the best academic preparation supplemented with numerous planned experiences which can provide a working understanding of the students and classroom with which teachers must function effectively. Through the cooperation of the Board and the Association, the student teacher is provided with the setting to apply the professional knowledge and skills, theories, and philosophies which have been developed through college courses and related experiences. The Board and the Association accept the joint responsibility to prepare teachers and to provide student teachers with direct field experiences in the Nutley School District that are relevant to the teaching act.

B. Procedures

The following procedures shall govern the supervision of student teachers:

1. Teaching experience

No teacher shall have a student teacher under his supervision unless said teacher has had at least three years of teaching experience, with the most recent year in his present position. Under unusual circumstances, this requirement shall be reviewed by mutual consent of the teacher and Superintendent or his designee.

2. Voluntary participation

Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.

3. Consent

Each prospective cooperating teacher may accept or reject any student teacher.

4. Assignments

A cooperating teacher shall not involuntarily be given regular additional assignments outside of his regular responsibilities during the period he is supervising a student teacher.

5. Assuming responsibilities

The cooperating teacher and the student teacher shall assess the latter's readiness to assume teaching responsibilities and the cooperating teacher shall have authority for determining to what

degree those responsibilities shall be assumed.

6. Eligibility to teach

A student teacher shall be permitted to teach only in areas for which he will be eligible for certification.

ARTICLE XXIX

Duration of Agreement

This Agreement shall be effective as of July 1, 1975 and shall continue in effect until June 30, 1976.

In Witness Whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

NUTLEY TEACHERS' ASSOCIATION

By *Bernadette...Kingston*
Its President

By *Martha R. Kostyna*
Its Secretary

BOARD OF EDUCATION OF THE TOWN OF
NUTLEY

By *Adele F. Jaworski*
Its President

By *M. K. ...*
Its Secretary